

1 "Q Is there a requirement or expectation --"
2 93, I'm sorry.

3 "Q -- that when there is a formal meeting of
4 the directors, that there be minutes
5 reflecting the discussions, annual
6 decisions at such meeting?

7 A There is no specific requirement.

8 Q What is your practice?

9 A The practice is if there were relevant
10 decisions made, that they would be
11 recorded.

12 Q And reflected in the minutes?

13 A That's correct."

14 A I say it's still correct.

15 Q So is it fair to say that all Four Jacks has done is
16 file the application and turn the matter over to counsel?

17 A I would say we filed the application and I would say
18 that Mr. Leader and his team pretty much handled the day to
19 day operations, yes. There's not -- there's very little
20 involvement for us except to the extent that we read the
21 pleadings and that type of thing that are involved and that's
22 about it. There was no -- there's no opportunity for us to
23 really conduct the business at this point in time.

24 Q As a matter of fact, the business opportunity to
25 file the challenge was presented to you by Mr. Leader, was it

1 not?

2 A Mr. Leader presents us with numerous business
3 opportunities.

4 Q You understood my question, didn't you?

5 A Do you want to repeat it, please?

6 Q The business opportunity, as you characterized it,
7 to file a challenge for Channel Two was presented to you by
8 Mr. Leader.

9 A What Mr. Leader presented wasn't necessarily -- I
10 guess it is a business opportunity, but what he presented to
11 me was a set of circumstances that existed and a set of
12 conditions that existed and asked if we had an interest.

13 Q Let's see if we can agree on this. Page 67 in your
14 deposition, Line 14.

15 "Q When did you first discuss with anyone
16 the possibility of challenging or filing
17 an application for Channel Two in
18 Baltimore?

19 A I don't remember specifically what day
20 or week it was. Not to be flip, but it
21 was obviously well in advance of when we
22 filed.

23 Q Can you give me any idea what you mean by
24 well in advance? Are you talking about a
25 week or a year or what?

1 A I wouldn't imagine a year, no.

2 Q What would you imagine? I don't want you
3 to guess or speculate, but I am trying to
4 pin you down a little [bit].

5 A I don't remember specifically, to tell
6 you the truth.

7 Q Do you recall who first raised that
8 possibility with you in any respect?

9 A I believe Martin presented the potential
10 business opportunity.

11 Q You are referring to your counsel in this
12 proceeding?

13 A That's correct.

14 Q What was it that was presented at that
15 time? Again, don't tell me what he said
16 to you. I don't want to know what you
17 said to him.

18 A He presented me with a business opportunity
19 whereby I had a chance to upgrade my
20 facility from a UHF to a VHF."

21 Do you recall those questions and answers?

22 A Yeah. I think that fairly characterizes it, yes.

23 Q Now, you had previously been involved with a
24 petition to deny a potential sale of the Channel Two license
25 from the owner, Gillett, to Scripps Howard, had you not?

1 MR. LEADER: Objection. What is the relevance of
2 this?

3 JUDGE SIPPEL: We had -- I am concerned about
4 getting into this area. We had quite a bit of motion practice
5 on this and I deleted all this subject matter from the case.

6 MR. GREENEBAUM: I'll stay away from it then, Your
7 Honor. I don't want to perjure the record.

8 JUDGE SIPPEL: I'll sustain the objection. Do you
9 want to move the by-laws and the articles in at this time?

10 MR. GREENEBAUM: Yes, Your Honor. Thank you. I
11 would.

12 JUDGE SIPPEL: Any objection?

13 (No response.)

14 JUDGE SIPPEL: No objection. That's received.
15 That's Exhibit 28 and Exhibit 29 for identification are now in
16 evidence as 28 and 29.

17 (Whereupon, the documents referred
18 to as Scripps Howard Exhibit Nos. 28
19 and 29 were received into evidence.)

20 MR. LEADER: 29 are the articles?

21 JUDGE SIPPEL: That's correct. The by-laws are 28,
22 the articles are 29.

23 BY MR. GREENEBAUM:

24 Q Now, you've indicated that the business reason for
25 filing the application for Channel Two was the opportunity to

1 be able to transmit over a VHF frequency as opposed to a UHF
2 frequency, correct?

3 A That's correct.

4 Q And there were no other business reasons for making
5 that application at that time.

6 A None.

7 Q And the business opportunity was presented by
8 counsel.

9 A That's correct.

10 Q And how was that business opportunity presented to
11 you?

12 MR. LEADER: I'm going to object on attorney/client
13 privilege.

14 JUDGE SIPPEL: It sounds like we're getting into
15 that area.

16 MR. GREENEBAUM: Well, I'm trying to avoid a debate
17 on whether or not when somebody comes to you with a business
18 opportunity, if that really is an attorney/client setting. I
19 think you could argue that with some validity and I was trying
20 to get to that without getting to it. But as usual, you've
21 caught me before you saw me off on that limb. Let me ask just
22 a couple of questions and see how far I can get.

23 JUDGE SIPPEL: I'm going to sustain Mr. Leader's
24 objection thus far, but go ahead, Mr. Greenebaum.

25 MR. D. SMITH: Are you waiting for an answer?

1 MR. GREENEBAUM: No, your objection was sustained.

2 JUDGE SIPPEL: The objection was sustained, so Mr.
3 Greenebaum's going to formulate another question.

4 MR. GREENEBAUM: I was tempted to tell you yes, but
5 decided I wouldn't risk that.

6 MR. D. SMITH: I would've anticipated another
7 objection.

8 JUDGE SIPPEL: This is your -- this is your
9 privilege. I'm assuming that you're asserting it.

10 MR. D. SMITH: Yes, that's correct.

11 BY MR. GREENEBAUM:

12 Q Did you all discuss any conditions that existed from
13 a business perspective as opposed to a legal setting?

14 MR. LEADER: I have an objection. Same objection.

15 JUDGE SIPPEL: Well --

16 MR. LEADER: He asked a compound question.

17 JUDGE SIPPEL: Well, it was -- it was compounded in
18 the sense to differentiate what he's asking for benefit of the
19 witness. I'll sustain it on that basis and ask him to reframe
20 the question. But remember, this was asked in the deposition,
21 straight on, and the witness answered it and there was no
22 objection raised. So there is a certain element of threshold
23 impressions --

24 MR. LEADER: He's going beyond the question that he
25 raised at the deposition.

1 MR. GREENEBAUM: Well, let me ask the question I
2 raised at the deposition and I'll follow it from there, if the
3 Court will permit me or you can sustain the objection if you
4 --

5 JUDGE SIPPEL: Well, why don't you -- we know what
6 you said at the -- I mean, we don't have to go back and do
7 that again.

8 MR. GREENEBAUM: No, I have another question and
9 answer that might put -- frame that a little better.

10 JUDGE SIPPEL: All right. Go ahead.

11 BY MR. GREENEBAUM:

12 Q On Page 80 --

13 A Page 80?

14 Q 8-0, Line Four,

15 "Q You've indicated what the business reason
16 was. Who was it that said, 'If we get
17 Channel Two, this is the reason to do it.
18 This is a business opportunity'?

19 A Well, nobody. As I think I mentioned,
20 Martin Leader simply presented the
21 opportunity. He said, 'Here are a set of
22 conditions that exist. It's an
23 opportunity. Do you wish to take
24 advantage of it?'"

25 Do you see that question and answer? Now, what were

1 the conditions that Mr. Leader presented to you as existing at
2 that time?

3 MR. LEADER: I'm going to object to that because
4 that does get right into the legal --

5 JUDGE SIPPEL: I'll sustain that one. Again, it's
6 your privilege. You're asserting it, right, Mr. Smith?

7 MR. D. SMITH: Yes. I'm taking the advice of
8 counsel.

9 JUDGE SIPPEL: I understand.

10 MR. GREENEBAUM: Now, I realize it's five minutes
11 before the hour, but I think if we could break for lunch and I
12 could get back here, I could probably clean it up fairly
13 quickly. I just want to eliminate any --

14 MR. LEADER: Do you want to just clean it up now?

15 MR. GREENEBAUM: No, I don't think I can. I've got
16 --

17 MR. LEADER: I'm willing to stay here until one. I
18 mean, I don't care about lunch.

19 MR. GREENEBAUM: I appreciate that, but I would -- I
20 don't eat breakfast, so I'd prefer to have lunch.

21 JUDGE SIPPEL: Well, we have a schedule that I've
22 outlined at the beginning and I have some things that I need
23 to attend to, also. But we'll come back at ten after one
24 instead of quarter after one. We're in recess -- and you're
25 not to talk with -- about your testimony with any of the other

1 witnesses from Four Jacks. We're in recess until ten minutes
2 after one.

3 (Off the record at 11:55 a.m. to reconvene at 1:10
4 p.m.)

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A F T E R N O O N S E S S I O N

1 JUDGE SIPPEL: We're on the record. You're still
2 under oath. You understand that, Mr. Smith.

3 MR. D. SMITH: Yes, sir.

4 JUDGE SIPPEL: Mr. Greenebaum?

5 MR. GREENEBAUM: I want to try to clear up some
6 loose ends and I hope that won't take too long.

7 BY MR. GREENEBAUM:

8 Q On the programming agreement, there appears to be
9 some confusion and my understanding is that you or some of
10 your companies -- and we're not quite sure which one -- have
11 agreed to program certain stations that we haven't talked
12 about here this morning. Is that correct?

13 MR. LEADER: I'm going to object, Your Honor. You
14 specifically excluded that.

15 JUDGE SIPPEL: Is this a subject area that I have
16 previously ruled on --

17 MR. LEADER: Yes, sir.

18 JUDGE SIPPEL: -- in a motion practice?

19 MR. LEADER: Yes, Your Honor.

20 JUDGE SIPPEL: I don't want to go into anything that
21 we've already excluded.

22 MR. GREENEBAUM: Mr. Howard could respond to that.

23 JUDGE SIPPEL: Mr. Howard?

24 MR. HOWARD: Yes, Your Honor. The scope of your
25

1 ruling was that Scripps Howard would not be permitted to
2 explore the programming arrangements for purposes of
3 diversification and that certainly is something Scripps Howard
4 will not do here. On the other hand, to the extent that the
5 programming businesses are something that take Mr. Smith's
6 time, they, just like any other business, are fully subject to
7 exploration it seems, with respect to the amount of time taken
8 and what that business consists of and that's the reason that
9 they would be relevant to this proceeding.

10 JUDGE SIPPEL: Well, I am interested in knowing how
11 he spends his time and plans to spend his time. I don't want
12 to get into content.

13 MR. GREENEBAUM: I don't plan to get into content.
14 I'm just trying to get into the mechanics.

15 JUDGE SIPPEL: Where is it -- do you have something
16 specific to show me where I was that definitive in my ruling
17 that --

18 MR. LEADER: I don't have it with me. It was when
19 they -- if my recollection is correct, they, meaning Scripps
20 Howard, sought to have evidence adduced that would suggest
21 that programming arrangements equalled diversification
22 demerits and you ruled against them. If Mr. Howard's claim
23 now is that he wants to determine how much time it takes to
24 implement these agreements, I think we had testimony on that
25 this morning. But I'm not in charge of cross examination.

1 Mr. Greenebaum is.

2 JUDGE SIPPEL: No, I understand what you're saying.
3 No, I don't want to -- I don't want to limit cross examination
4 except insofar as it gets to be too repetitive.

5 MR. GREENEBAUM: We've worked out questions to
6 establish if certain arrangements exist or are in the works.

7 JUDGE SIPPEL: I do want to hear -- I want to hear
8 -- yes?

9 MR. LEADER: I have no objection to arrangements
10 which exist. But as to arrangements that are in the works,
11 that's just what they are. They're in the works. They never
12 -- they never -- they may never mature into anything as Mr.
13 Howard well knows and for that reason, I don't think you can
14 make an appropriate finding on them, even if they were
15 evidence in the record.

16 JUDGE SIPPEL: Well, perhaps not, but you know,
17 there is an element here of a frame of mind and is this -- I
18 mean, this -- I mean, I understand how the testimony is going
19 one line -- one business line at a time. But there is an S-1
20 here that is -- you know, has a -- has multiple business
21 interests listed and I'd like to hear as much as I can about
22 what the business interests are that this -- these applicants
23 have in addition to what they intend to go into if they can --
24 it's going to depend on how the questions and answers are
25 framed obviously.

1 I'm not going to permit Mr. Greenebaum to go far
2 afield in this, but I'd like to know everything that's on this
3 witness' mind in terms of business interests, you know, having
4 them identified and having some comment made on them. So if
5 that's on objection, I'm going to overrule it at this time.
6 Mr. Greenebaum, you may proceed.

7 MR. GREENEBAUM: Thank you.

8 BY MR. GREENEBAUM:

9 Q Do you have contemplated agreements to program other
10 stations that have not yet been consummated?

11 A Yes.

12 Q What are they, sir?

13 A We have a contemplated agreement with WVTM in
14 Milwaukee and --

15 Q WVTM, right?

16 A WTV and WNUV in Baltimore.

17 Q And who do you contemplate will do that programming,
18 which of your entities?

19 A The respective stations that I will own in those
20 markets. In other words, the general manager of WBFF and the
21 general manager of WCGV.

22 Q Who will the agreements be between?

23 A The agreements will be between the respective
24 stations.

25 Q And which of your entities?

1 A WCGV and WVTM. And WNUV and WBFF.

2 Q On one side of the transaction.

3 A No, on both sides.

4 Q And how about Keyser Communications or Chesapeake?
5 Do they contemplate doing any of those programmings?

6 A Well, Chesapeake and Channel 45/WBFF are one and the
7 same. They contemplate the --

8 Q Has a decision been made -- and I'm referring to the
9 pleading filed in this matter on behalf of -- I don't want to
10 go too far afield and I don't want to violate Your Honor's
11 rulings.

12 JUDGE SIPPEL: Well, I'm very curious. I am -- I
13 mean, I don't want to get into in detail, but I do want to
14 know about these potential prospective businesses that he has.
15 As I understand -- as I understand the divestiture pledged, it
16 only goes as to the Baltimore property and that's because the
17 Baltimore property -- because there'd be an obvious conflict.
18 You can't have the dual-ownership in the same market. Does
19 the divestiture pledged -- are you contending that the
20 divestiture pledged goes beyond that?

21 MR. LEADER: It's a contractual -- I'm not -- I
22 don't understand your question to be honest with you. I mean
23 --

24 JUDGE SIPPEL: Well, all right. I'll phrase it in
25 terms of what's in the testimony.

1 MR. LEADER: Oh, no, no. I'm sorry. The
2 divestiture pledged goes to the ownership of Channel 45 in
3 Baltimore, Maryland. There is also a contractual termination
4 provision in the programming agreement between Chesapeake and
5 WNUV which terminates in the event that Four Jacks is awarded
6 Channel Two.

7 JUDGE SIPPEL: All right, I hear you.

8 MR. LEADER: And that's a matter of -- matter of
9 record.

10 JUDGE SIPPEL: Matter of record, all right.

11 MR. LEADER: So that's -- I've gone beyond what
12 you've seen. There are two -- those two bases are covered. I
13 gather so that if the programming agreement in Baltimore is
14 entered into and if Four Jacks is awarded Channel Two, then
15 any contractual obligations under the programming agreement
16 terminate.

17 JUDGE SIPPEL: But then they just go back to
18 renegotiations. Isn't that correct?

19 MR. LEADER: It terminates. I mean, sure you can --
20 I mean --

21 JUDGE SIPPEL: It terminates, but there's not -- my
22 point is, is that there's not a bar -- there's not a bar for
23 future potential businesses of that nature by virtue of the
24 diversification pledge.

25 MR. LEADER: There may be -- I don't know.

1 JUDGE SIPPEL: You don't know.

2 MR. LEADER: I wouldn't make that statement under
3 the law.

4 JUDGE SIPPEL: No, I'm saying as far as the -- well,
5 as far as your pledge, the pledge doesn't go beyond -- there's
6 a pledge in the testimony of the undertaking, whatever -- it's
7 a very specific one and it talks in terms only of Channel 45.

8 MR. LEADER: That's correct.

9 JUDGE SIPPEL: It doesn't say, "And other properties
10 that may also be violative of the diversification policy," or
11 anything like that. It sounds -- it's smack up against
12 Channel 45 and that's it as the evidence is presented to me.

13 MR. LEADER: That's correct.

14 JUDGE SIPPEL: Then I -- I didn't mean to get that
15 far afield on that point, either. I really just wanted to get
16 clarification. But in light of all of this discussion, I
17 still would like to hear what the outer perimeters are of this
18 -- this witness' business interests in broadcasting and, you
19 know, we're talking about serious potential opportunities, not
20 just -- not just whims, correct? Am I correct in that
21 assumption?

22 MR. LEADER: I believe you're correct in having this
23 witness testify about all his business interests and all the
24 time it's going to take them -- take him to run them and all
25 the arrangements he's going to make to assure the Commission

1 that he can fulfill the commitments that he's made. I have no
2 problem with Mr. Greenebaum asking him questions.

3 JUDGE SIPPEL: All right.

4 MR. LEADER: That's what he's here for.

5 JUDGE SIPPEL: Mr. Greenebaum?

6 BY MR. GREENEBAUM:

7 Q In a recent filing to the Commission dated October
8 16, 1993, in a pleading filed on your behalf, there's a
9 statement in Footnote Two. This is in your Opposition to
10 Petition to Deny.

11 MR. LEADER: Which petition to deny? I mean, there
12 were --

13 MR. GREENEBAUM: WNUV-TV 54.

14 BY MR. GREENEBAUM:

15 Q "For business and tax reasons, the principles of
16 Keyser, who are also the principles of Chesapeake Television,
17 Inc., 'Chesapeake', are presently deciding whether Chesapeake
18 or Keyser should be the party to the programming services
19 agreement. The entity that ultimately becomes a party to that
20 agreement is immaterial for the ownership of Keyser and
21 Chesapeake is identical."

22 MR. LEADER: I'm going to object because that's got
23 nothing to do with -- that -- I'm going to object on two
24 grounds. One is it's attorney/client. How I advise them, the
25 company, it goes to that. Above and beyond that, I think it's

1 irrelevant to your inquiry. He's inquiring about the business
2 arrangements they're making, not the amount of time and the
3 impact that these agreements are going to have on Mr. Smith's
4 ability to fulfill his commitments to the question. It's far
5 afield.

6 If Mr. Greenebaum wants to -- and I thought that was
7 our understanding -- was going to question Mr. Smith on these
8 agreements to find out how much time it took so that the
9 Commission and Scripps Howard could evaluate the bonifides of
10 his integration commitment to Four Jacks, that's one thing.
11 If he wants to talk about why we've constructed agreements in
12 one fashion as opposed to another, I think that's totally
13 irrelevant.

14 JUDGE SIPPEL: Well, I don't think -- I'm not
15 hearing the question coming that way. I think he's trying to
16 establish what the nature of the business arrangement is and
17 I'm entitled to know that. I mean, it's not just his general
18 testimony. If I had some specifics about what the business
19 structure was going to be, that's going to help me.
20 Apparently it's an established fact.

21 MR. GREENEBAUM: That's all I'm trying to find out.

22 JUDGE SIPPEL: I mean, this is not --

23 MR. LEADER: No, this isn't filed in this
24 proceeding. This is filed in opposition to what they filed in
25 a collateral proceeding.

1 JUDGE SIPPEL: But it's representative, isn't it --
2 am I correct, what I'm hearing? I'm hearing a representation
3 that was made by Four Jacks in terms of how --

4 MR. LEADER: It's not a representation. It's just
5 the opposite of a representation. It says we don't know.
6 There are a variety of factors we have to consider. That's
7 what that says.

8 MR. GREENEBAUM: No, it's filed by Four Jacks was
9 the question.

10 MS. SCHMELTZER: No, it was not.

11 JUDGE SIPPEL: It was not filed by Four Jacks?

12 MS. SCHMELTZER: No.

13 MR. LEADER: No.

14 JUDGE SIPPEL: All right. Then I sustain the
15 objection.

16 MR. LEADER: It has nothing to do with them.

17 JUDGE SIPPEL: You've won, Mr. Leader.

18 BY MR. GREENEBAUM:

19 Q As a principle of Chesapeake, can you tell us
20 whether or not a decision has been made as to whether or not
21 Chesapeake or Keyser is going to do the programming in
22 Baltimore or that's channel?

23 MR. LEADER: I'm going to object again on the same
24 grounds. It's --

25 MR. GREENEBAUM: I'm just asking him as the

1 principle now.

2 JUDGE SIPPEL: I'll overrule the objection.

3 MR. D. SMITH: Chesapeake Television will control
4 it, not Keyser.

5 BY MR. GREENEBAUM:

6 Q And if you turn to Page Four of the S.E.C. filing --

7 JUDGE SIPPEL: This is Exhibit 26. What was the
8 page number again, Mr. Greenebaum?

9 MR. GREENEBAUM: Page Four, Your Honor.

10 MR. LEADER: Page what?

11 JUDGE SIPPEL: Four.

12 BY MR. GREENEBAUM:

13 Q I just want to call your attention, without reading
14 it, to the last paragraph on that page, when you refer to --
15 the last line, next to the last line. When it says "the
16 Company," you're talking about Sinclair Broadcast Group, Inc.
17 Is that correct?

18 A I believe that's what the document refers to as
19 company, yes.

20 Q And on Page 19, what is your relationship with ABRY?
21 That's the third paragraph on that page.

22 A Page 19?

23 Q Yes.

24 MR. LEADER: I'm going to object on the relevancy of
25 this.

1 JUDGE SIPPEL: Well, let me hear the question.

2 BY MR. GREENEBAUM:

3 Q Sinclair is buying assets of ABRY, right?

4 A That's correct.

5 Q And the last sentence of that paragraph suggests
6 that "If F.C.C. approval to the Proposed Acquisitions as
7 proposed in the Company's current F.C.C. applications is
8 obtained, the Company will enter into PSA's with Glencairn
9 with respect to WNUV and WVTM." Is that correct?

10 A Yes.

11 Q How much of these other programming efforts take or
12 will take -- they take of your time as you see it?

13 A I don't see them as programming efforts. Those are
14 simply business relationships that exist between the
15 respective stations and other stations in the market.

16 Q And who did the negotiations?

17 A Who did which negotiations?

18 Q For these stations to do this programming.

19 A I did.

20 Q And on whose behalf were you negotiating?

21 A On behalf of myself and my brothers.

22 Q Individually?

23 A Yes.

24 Q Now, you tend to be a hands-on executive, don't you?

25 A I can be.

1 Q You like to see what's going on with your
2 investments.

3 A If I think I need to, yes.

4 Q Now, you were involved -- as a matter of fact, you
5 bought a television station in Chattanooga, did you not?

6 A Yes.

7 Q And on whose behalf did you buy that?

8 MR. LEADER: I would object, Your Honor. This is
9 irrelevant to this proceeding. It's something he no longer
10 owns. It's not -- we're not claiming any credit or anything
11 for this.

12 JUDGE SIPPEL: Is this Comark?

13 MR. LEADER: No.

14 JUDGE SIPPEL: This isn't -- well, how recent is it?

15 MR. LEADER: '85, '86.

16 JUDGE SIPPEL: '85, '86? That's a little -- that's
17 too remote. He no longer owns it?

18 MR. LEADER: Not since then.

19 MR. GREENEBAUM: Can I come at it a little
20 differently?

21 JUDGE SIPPEL: Yes, sir. You can try it again, but
22 on that basis, I'll sustain the objection.

23 BY MR. GREENEBAUM:

24 Q Isn't it a fact that your only interest in that
25 station was as an owner, you had no other connection with it,

1 and you moved to Tennessee for a year to overlook your
2 investment?

3 MR. LEADER: Objection.

4 JUDGE SIPPEL: I'm going to overrule the objection.

5 MR. D. SMITH: Do you want to repeat the question?

6 MR. GREENEBAUM: Huh?

7 MR. D. SMITH: Do you want to repeat the question?

8 BY MR. GREENEBAUM:

9 Q Isn't it a fact that you went to Tennessee to
10 overlook your investment in a station in which your only
11 function was an owner, but you had no other obligation or
12 responsibility for that station?

13 A My function -- first of all, yes, I was an owner,
14 and I went there to oversee my investment in the business.

15 Q But you didn't have any function at that station,
16 did you?

17 A I had a function as an owner.

18 Q In your deposition, Page 23 -- and I'll do this
19 quickly -- Line 18.

20 "Q What was your function at the station?

21 A What was my function at the station is
22 your question?

23 Q Yes.

24 A I don't think I necessarily had a specific
25 function. I was there to look after my

1 investment because I was in the station
2 every day.

3 Q As an investor?

4 A As an investor."

5 A That's correct. I was an investor. I was not an
6 employee of the company.

7 Q And how -- on Line 13,

8 "Q How long did you continue with what is
9 now WDSI, Channel 61, in Chattanooga?

10 A I stayed there for roughly a year."

11 A Correct.

12 Q So that was strictly to overlook an investment. Is
13 that correct?

14 A Well, there was some social aspects to it as well.

15 JUDGE SIPPEL: Well, I think that's enough. I
16 understand the point that's been made and it's -- you know,
17 it's a question of what weight is going to be accorded it, Mr.
18 Leader.

19 JUDGE SIPPEL: I'm more interested in knowing what
20 his -- what his, you know, business activities are and what
21 his business activities will be should he get Channel Two.

22 BY MR. GREENEBAUM:

23 Q Mr. -- pardon me one moment, Your Honor. In your
24 direct examination, on Page Four, you say, "My brothers and I
25 have been greatly involved in the Baltimore community through

1 our operation of our Baltimore station, WBFF (TV)," correct?

2 A What page are we on?

3 Q It's Page Four of your direct.

4 JUDGE SIPPEL: That would be the second tab of --

5 MR. GREENEBAUM: The bottom of the page.

6 MR. D. SMITH: The second tab? Okay. Page Four.

7 My second tab, Page Four, is this. Down at the bottom?

8 MR. GREENEBAUM: Uh-huh.

9 MR. D. SMITH: Yes, okay. I'm with you.

10 BY MR. GREENEBAUM:

11 Q And I take it you used the "greatly" as a word of
12 emphasis. Is that correct?

13 A You can characterize it like that, I guess.

14 Q How do you characterize it?

15 A I'm involved.

16 Q Well, the word "involved" appears right after the
17 word "greatly." You've got the word "greatly involved."
18 That's more than just involved by any fair reading, is it not?

19 A Then greatly involved.

20 Q Now, I'll read you from Page 64 of your deposition,
21 Line Seven.

22 "Q Do you have any interest in civic,
23 charitable, or things of that nature
24 that require your time?

25 A Nothing specific. Most everything we